

756380

UNOFFICIAL COPY

91253065

THIS INSTRUMENT WAS FILED BY



of The South Shore Bank of Chicago 7054 So. Jeffery Boulevard Chicago, Illinois 60649

THE ABOVE SPACE FOR RECORDER'S USE ONLY

305-811-1111

THIS INDENTURE, made April 13 19 91, between LaSALLE NATIONAL TRUST, N.A. Successor Trustee to Central National Bank, U/T/A dated September 21, 1971 and known as Trust #10-18469-08, a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One Hundred Twenty Thousand and NO/100----- (\$120,000.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid in accordance with the rate of interest and other terms and conditions as set forth in the note secured hereby

until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of May, 2011. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of Note per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of The South Shore Bank of Chicago in said City.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook, AND STATE OF ILLINOIS, to wit:

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto, including, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions, appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the of said corporation. Said resolutions further provide that the note herein described may be executed on behalf of said corporation by LA SALLE NATIONAL TRUST, N.A. and not personally

CORPORATE SEAL

BY Assistant Vice President ATTEST: Assistant Secretary

STATE OF ILLINOIS } County of Cook } SS. I, Corinne Bok Assistant Vice President of the LA SALLE NATIONAL TRUST, N.A.

"OFFICIAL SEAL" Michele A. Ziak Notary Public, State of Illinois

GIVEN under my hand and Notarial Seal this 10th day of April, 19 91

guarantors, if any. Trustee does not warrant, it responsible for any environmental damage.

IN RECORDERS OFFICE... CHICAGO, ILLINOIS... 2309-2317 E. 71st Street... FOR RECORDER'S INDEX PURPOSES... CHICAGO TITLE AND TRUST COMPANY

CHICAGO TITLE AND TRUST COMPANY... Assistant Secretary... Identification No. 766880

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTRUMENT NOTED SECURED BY THIS FIRST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY TRUSTEE BEFORE THE TRUST DEED IS FILED FOR RECORD... 1. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to the instrument, may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.

59065216

59065216

DEF-D1 RECORDING \$16.00... COOK COUNTY RECORDER... 5225 ± 9 \* 91-259065

UNOFFICIAL COPY

CHICAGO, ILLINOIS

2309-2317 E. 71st Street

FOR RECORDERS INDEX PURPOSES  
INSERT STREET ADDRESS ABOVE  
DESCRIBED PROPERTY HERE

Chicago, Illinois  
7054 S. Jeffrey Blvd  
The South Shore Bank

REGISTRY OF DEEDS  
CHICAGO, ILLINOIS

9682880

REGISTRY OF DEEDS

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALLMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE INSTALLED BY CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

CHICAGO TITLE AND TRUST COMPANY  
Assistant Secretary  
Assistant Vice President

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized...  
6. Mortgagee shall pay...  
7. When the indebtedness hereby secured shall become due...  
8. The proceeds of any foreclosure sale...  
9. Upon or at any time after the filing of a bill to foreclose...  
10. No action for the enforcement of the lien...  
11. Trustee or the holders of the note shall have the right to inspect...  
12. Trustee has no duty to examine the title...  
13. Trustee shall release this trust deed...  
14. Trustee may assign by instrument in writing...  
15. This Trust Deed and all provisions hereof...  
16. The mortgagee hereby waives any and all rights...  
17. Before releasing this trust deed...  
18. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

9055216

9066206

DEPT-01 RECORDING  
11111 TRAN 0193 05/30/91 16:15:00  
45725 + 91-259045  
COOK COUNTY RECORDER

UNOFFICIAL COPY

THIS INSTRUMENT WAS FILED BY

91259065



of The South Shore Bank of Chicago 7054 So. Jeffery Boulevard Chicago, Illinois 60649

THE ABOVE SPACE FOR RECORDER'S USE ONLY

LaSALLE NATIONAL TRUST, N.A. Successor Trustee

THIS INDENTURE, made April 13 19 91, between LaSalle National Bank as Successor Trustee to Central National Bank, U/T/A dated September 21, 1971 and known as Trust #10-18469-08 a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One Hundred Twenty Thousand and

NO/100----- (\$120,000.00)----- Dollars, evidenced by one certain Instalment Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest ~~on~~ on the balance of principal remaining from time to time unpaid ~~at the rate of~~ ~~per cent per annum~~ in accordance with the rate of interest and other terms and conditions as set forth in the note secured hereby

until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of May, 2011. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of Note per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of The South Shore Bank of Chicago in said City,

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook, AND STATE OF ILLINOIS, to wit:

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing, are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes and upon the uses and trusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions, appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its LA SALLE NATIONAL TRUST, N.A. and not personally

CORPORATE SEAL

BY [Signature] Assistant Vice President ATTEST: [Signature] Assistant Secretary

STATE OF ILLINOIS } SS. I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT County of Cook } Corinne Bek Assistant Vice President of the LA SALLE NATIONAL TRUST, N.A. and William H. D... Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes

"OFFICIAL SEAL" GIVEN under my hand and Notarial Seal this 10-5-94 day of April, 19 91 Michele A. Ziak Notarial Seal Notary Public, State of Illinois

[Signature] NOTARY PUBLIC

305-811-FI-Mell-30

91259065

9065

18. **Transfer of Property: Assumption.** If all or any part of Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Trust Deed and the Note.
19. All of the terms and provisions of the certain loan commitment, (as stated in the offer of the South Shore Bank of Chicago) dated April 8, 1991 addressed to and accepted by Lindbergh Norris as are not herein otherwise set forth and as are relevant and germane hereto and the loan evidenced by the within and foregoing Trust Deed and this rider thereto, are hereby incorporated herein and made a part hereof as though fully set forth and recited herein.
20. **Additional Payment due hereunder:** In addition to monthly payments of principal and interest there shall be due and payable hereunder, and paid, monthly deposits of funds equal to one-twelfth (1/12) of the last ascertained bill for general taxes from time to time levied and due upon the real estate and improvements thereon given as security under said Note. No interest shall accrue in favor of or be or becoming due the make hereof, or any of its beneficiaries upon any funds so deposited.
21. The proceeds of the loan secured by this mortgage will be used for the purpose specified in Paragraph 6404 (c) of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within purview of said paragraph.
22. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and every person except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Trust Deed.



Parcel I: Lot eighteen (except North 22 feet thereof for widening 71st Street), Lot nineteen (except North 12 feet thereof for widening 71st Street), Lot twenty (except North 12 feet thereof for widening 71st Street), Lot twenty one (except North 12 feet thereof for widening 71st Street) in the Subdivision of the West half (1/2) of Lot three (3) and all of Lots four (4) and five (5) in Block One (1), in Stave and Klemm's Subdivision of the Northeast quarter (1/4) of Section 25, Township 38 North, East of the Third Principal Meridian, in Cook County, Illinois. PIN# 20-29-424-002

Commonly known as 2309-2317 E. 71st Street, Chicago, Illinois

Parcel II: The South 20 feet of Lot 9 and all of Lots 10, 11 and 12 (except the West 40 feet 10 1/2 inches of the South 17 feet of Lot 9 and the West 30 feet 10 1/2 inches of Lots 10, 11 and 12 and except the South 23 feet of Lot 12 dedicated for street) in E.J. Kelly's subdivision of Block 2 in Commissioner's Partition, being a Subdivision of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. PIN# 20-29-424-015-0000

Commonly known as 2168-2148 E. 71st Street, Chicago, Illinois

Parcel III: The West 45.89 feet of Lot 11 (except the North sixteen feet thereof) and the West 49.89 feet of Lot 12 (except the South 21 feet thereof) in E.J. Somers' Subdivision of the West Half of Block four in Commissioner's Partition, a Subdivision of the South Half of the South West quarter of the South East quarter of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. PIN# 20-29-424-014-0000

Commonly known as 2136 E. 71st Street, Chicago, Illinois

Parcel IV: Lots 13 and 14 and the East half (1/2) of the North and South 16 feet vacated Public Alley, lying West and adjoining said lots (excepting from said Lot 14, and vacated alley the North 16 feet thereof dedicated for alley) also (except the South 22 feet of Lot 13 dedicated for street) in Block 3 in Commissioner's Partition, being a Subdivision of the South half (1/2) of the South West quarter (1/4) of the South East quarter (1/4) of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. PIN# 20-29-423-022-0000

Commonly known as 2114-2130 E. 71st Street and 7058 S. Merrill, Chicago, Illinois

RECEIVED IN BAD CONDITION

UNOFFICIAL COPY

0.250065

UNOFFICIAL COPY

Property of Cook County Clerk's Office

NOTICE OF SALE